Conservation Agreement

between

The Minister Administering
The National Parks and Wildlife Act 1974 (New South Wales)

AND

The National Trust of Australia
(New South Wales)

for

Everglades

__________________
President

___________________
Chief Executive Officer

___________________
Minister
Conservation Agreement under Part 4 Division 12 of the National Parks and Wildlife Act 1974

THIS AGREEMENT is between the Minister administering the National Parks and Wildlife Act 1974 (NPW Act) (Minister) and the National Trust of Australia (New South Wales), the owner of Lot 1 in Deposited Plan 1167262, being the property known as Everglades (Owner).

Background

A The Owner is the registered proprietor of the Land. That part of the Land shown by hatching on Diagram A of Annexure A to the Conservation Agreement is the conservation area (Conservation Area). The Conservation Area is approximately 2.136 hectares.

B The Conservation Area is to be managed to protect and restore the Conservation Values.

C The Owner and the Minister recognise:

i) The Conservation Area contains remnant vegetation communities identified as Blue Mountains Escarpment Complex. The vegetation intergrades between open forest dominated by Blue Mountains ash (Eucalyptus oreades) and Sydney peppermint (E. piperita), swampy closed fernland dominated by pouched coral fern (Gleichenia dicarpa) and riparian vegetation containing prickly tea tree (Leptospermum juniperinum), woolly tea tree (L. lanigerum), L. polygalifolium, dog rose (Bauera rubiodes) and red-fruit saw-sedge (Gahnia sieberiana).

ii) The Conservation Area contains habitat suitable for the needle geebung (Persoonia acerosa), listed as vulnerable under Schedule 2 of the Threatened Species Conservation Act 1995 (TSC Act), and recorded within one kilometre of the property. The smooth bush-pea (Pultenaea glabra), listed as vulnerable under Schedule 2 of the TSC Act, has been recorded on the property.

iii) The Owner and the Minister recognise that the Conservation Area provides habitat for the blue mountains skink (Eulamprus leuraensis), the broad-headed snake (Hoplocephalus bungaroides) and the swift parrot (Lathamus discolor), listed as endangered under Schedule 1 of the TSC Act, and 17 further species listed as vulnerable under the Schedule 2 of the TSC Act, all of which have been recorded within five kilometres of the property. A list of these species is given in Table 1, Annexure B.

iv) The Conservation Area contains landscape elements including the grotto, formal paths, stone walls and lookout which are components of Everglades House and Gardens, listed on the NSW State Heritage Register (established under Part 3A of the Heritage Act 1977) and the Register of the National Estate.

v) The Conservation Area lies within the Mid-upper Blue Mountains management site of the smooth bush-pea (Pultenaea glabra) ‘Saving our Species’ conservation project. It also lies within the Great Western Highway management site of the needle geebung (Persoonia acerosa) Saving our Species conservation project.

vi) The Conservation Area protects the headwaters of Gordon Creek which flows into the World Heritage Listed Blue Mountains National Park. The Conservation Area also lies within the Great Eastern Ranges corridor.

vii) The Conservation Area provides opportunities for the public to visit and learn about the area's conservation values and biodiversity and provides spectacular views across the Jamison Valley.
1. Definitions and interpretation

1.1 Definitions

In the Conservation Agreement, unless the contrary intention appears:

‘Aboriginal object’ has the same meaning as in section 5 of the NPW Act;

‘Aboriginal place’ has the same meaning as in section 5 of the NPW Act;

‘Chief-Executive’ means the Chief-Executive of OEH;

‘Commencement date’ means the date on which the Minister signs the Conservation Agreement;

‘Conservation Agreement’ means this Conservation Agreement entered into under section 69B of the NPW Act;

‘Conservation Area’ means that part of the Land shown by hatching on Diagram A of Annexure A to the Conservation Agreement;

‘Conservation values’ means the biodiversity values of the Conservation Area specified in Annexure B to the Conservation Agreement;

‘Control’, in relation to the Conservation Area, means lawful occupation, possession or management of the Conservation Area;

‘Controlled burning’ means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned resource management objectives;

‘Critical habitat’ has the same meaning as in section 4 of the TSC Act;

‘Cultural heritage’ refers to the aesthetic, historic, scientific, social, spiritual or other values of a place and associated physical evidence and traditions held by past, present or future generations of peoples, including Aboriginal peoples;

‘Damage’ has the same meaning as in section 5 of the NPW Act;

‘Development’ has the same meaning as in section 69A of the NPW Act;

‘EPBC Act’ refers to the Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth);

‘Exotic plant’ means an introduced, alien, exotic, non-indigenous, non-native or a plant species living outside its native distributional range;

‘Fauna’ has the same meaning as in section 5 of the NPW Act;

‘Geo-heritage’ means any karst environment and any geological deposits and landforms that provide habitat for indigenous fauna and includes values identified as geo-heritage under the heading Conservation Values in Annexure B to the Conservation Agreement;

‘Harm’ has the same meaning as in section 5 of the NPW Act;

‘Indigenous fauna’ means a species of animal that was established in, or started regularly migrating to, New South Wales before European settlement and includes fauna listed in Annexure B to the Conservation Agreement;

‘Indigenous plants’ means a species of plant that was established in New South Wales prior to European settlement and includes plants listed in Annexure B to the Conservation Agreement;

‘Land’ means the land in folio identifier Lot 1 Deposited Plan1167262;
Conservation Agreement    Everglades

‘Minister’ means the Minister for the time being administering the NPW Act and where not repugnant to the context includes the servants and agents of the Minister;

‘NPW Act’ means the National Parks and Wildlife Act 1974 (NSW) and any regulations from time to time in force thereunder;

‘Native fauna’ has the same meaning as "protected fauna" in section 5 of the NPW Act;

‘Native plant’ has the same meaning as in section 5 of the NPW Act;

‘Native vegetation’ has the same meaning as in the Native Vegetation Act 2003 (NSW);

‘OEH’ means the Office of Environment and Heritage, the NSW Government Public Service agency responsible for administering the NPW Act;

‘Owner’ means the registered proprietor of the Land from time to time, being the National Trust of Australia (New South Wales) as at the date of the Conservation Agreement, and includes any successors in title within the meaning of section 69E of the NPW Act;

‘Pest animal’ means any non-native animal having, or with the potential to have, an adverse economic, environmental or social impact on the Conservation Area;

‘Pesticide’ has the same meaning as in section 5 of the Pesticides Act 1999 (NSW);

‘Reasonable’ in relation to carrying out an activity, means making a concerted effort and carrying out the activity in such a way as to have a minimal negative impact on the Conservation Values of the Conservation Area;

‘Recovery plan’ has the same meaning as in section 4 of the TSC Act;

‘Road’ allows the passage of vehicles and persons and may be of more developed construction and surface improvement;

‘Threatened species, populations and ecological communities’ and ‘threatened species, population or ecological community’ have the same meaning as in the TSC Act;

‘TSC Act’ means the Threatened Species Conservation Act 1995 (NSW);

‘Track’ allows non-vehicular access only;

‘Trail’ allows the passage of vehicles and persons and is of minimal construction, being of limited width and minimal surface improvement; and

‘Year 1’ means twelve month period following the Commencement date.

1.2 Interpretation

In the Conservation Agreement, except where the context otherwise requires:

(a) words importing the singular number shall include the plural and masculine gender the feminine or neuter and vice versa; and

(b) any reference to a person shall be deemed to include a corporate body and vice versa.

2. Conservation Agreement under the NPW Act

The Minister enters into the Conservation Agreement relating to the Land with the Owner under section 69B of the NPW Act.
3. Term

The Conservation Agreement shall operate in perpetuity.

4. Obtaining of consents, permits and authorisations

The Owner is responsible for obtaining all necessary licenses, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under the Conservation Agreement or to undertake or enable any other identified activity or development under clauses 5 or 6.

5. Use of the Conservation Area

The Owner must not undertake, consent to or permit the following activities on or in the Conservation Area, unless provided for under the Conservation Agreement or with prior written consent of the Chief-Executive:

(a) the sowing or planting of trees, grasses or other plants
(b) the introduction of any non-indigenous plants or non-indigenous fauna
(c) the entry of domestic animals including pets (except for the Owner’s domestic pets, and only if kept under control/on a leash) and domestic livestock
(d) the use or application of fertilisers or pesticides
(e) the use of trail bikes, four wheel drive vehicles or any other vehicle off any formed road (except for management purposes, research, firefighting and/or any emergency requirements)
(f) any works, especially any revegetation work, or any development which has the potential to adversely impact on any of the Conservation Values
(g) the removal of any biological or inorganic component of the Conservation Area
(h) any works which will adversely affect the natural flows of water
(i) grazing of domestic livestock
(j) any act or omission that may harm any native fauna, native plants, their habitats, cultural heritage or geo-heritage in the Conservation Area or the Conservation Values
(k) the construction of any new road, access track, trail, building or internal fencing, and
(l) subdivide the Conservation Area.

6. Management of the Conservation Area

6.1 The Owner must undertake the management activities listed in Item 1 of Annexure C to the Conservation Agreement on or in the Conservation Area, for the duration of the Conservation Agreement.

6.2 The Owner may undertake the management activities listed in Item 2 of Annexure C to the Conservation Agreement on or in the Conservation Area, if carried out in the manner prescribed in Item 2 of Annexure C to the Conservation Agreement.

6.3 The Owner must notify the Chief-Executive in writing as soon as possible after becoming aware of the deterioration of any of the Conservation Values, or of any threat to the Conservation Values.
7. Reporting obligations

The Owner should from time to time, complete a monitoring report, including photo-point photos, noting changes occurring in the Conservation Area. This will form the basis for decisions about ongoing management actions for the Conservation Area. A monitoring template is available from OEH. A copy of all monitoring reports should be forwarded to OEH.

8. Use of the Conservation Area by servants, agents, lessees or licensees

The Owner must incorporate the terms of the Conservation Agreement in any lease or licence issued over the Conservation Area, and at all times ensure that any servant, contractor, consultant, agent, lessee, licensee occupying the Conservation Area shall be aware of the relevant provisions of the Conservation Agreement.

9. Change of ownership

The Owner must notify the Chief-Executive in writing of any change of ownership or control of the Land within twenty-eight (28) days after the change of ownership or control. The notice must include the name and address of the new Owner of the Land or person in control of the Land.

10. Right to inspect

The Minister may, at any time upon first giving reasonable notice to the Owner, enter upon the Conservation Area to ensure compliance with the Conservation Agreement.

11. Obligations of the Minister

11.1 The Minister agrees to notify the Registrar General when the Conservation Agreement has been entered into so that the Registrar General can carry out his or her responsibilities under section 69F of the NPW Act.

11.2 The Minister will arrange for the provision of technical advice and any other assistance to the Owner as the Minister deems necessary to assist with the implementation of the Conservation Agreement.

12. Non-compliance

In the event that the Owner fails to comply with the Conservation Agreement, including, without limitation, damaging or causing damage to the Conservation Area, OEH may issue a written notice to the Owner requiring the Owner to remedy the non-compliance or damage within a specified time period. This clause does not affect any rights of the parties under section 69G of the NPW Act.

13. Dispute resolution

13.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute (written notice).

13.2 Within fourteen (14) days of the written notice, the Chief-Executive of OEH and the Owner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of
the written notice, the Chief-Executive of OEH and the Owner will refer the matter to mediation.

13.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.

13.4 If the matter has not been resolved within twenty-eight (28) days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute.

14. Costs

Each party will bear its own costs of, and incidental to, the preparation of the Conservation Agreement, including any legal costs.

15. Commencement

The Conservation Agreement shall have effect from the day the Minister executes the Conservation Agreement.
Executed as an Agreement

Signed by
The Minister (administering the National Parks and Wildlife Act 1974)

Minister
________________________
Date

in the presence of:

Witness signature
________________________
Witness Name and address
________________________
Date

Signed by the Owner
The National Trust of Australia (New South Wales), established under the National Trust of Australia (New South Wales) Act 1990

Brian Scarsbrick AM
Chief Executive Officer & Executive Director
________________________
Date

in the presence of

Witness signature
________________________
Witness Name and address
________________________
Date

Ian Carroll OAM
President
________________________
Date

in the presence of

Witness signature
________________________
Witness Name and address
________________________
Date

Addresses for service of notices
Chief Executive Officer
National Trust of Australia (NSW)
GPO Box 518
Sydney NSW 2001

Chief Executive
Office of Environment and Heritage
PO Box A290
Sydney South NSW 1232

Minister for the Environment
GPO Box 5341
Sydney NSW 20
Annexure A – Diagram A

Conservation Area Over Lot 1 in DP 1167262

Parish: Jamison
County: Cook
Locality: Leura
LGA: Blue Mountains

Diagram

SCALE 1:2000

Everglades Ave.
DENISON ST.
BLAXLAND AVE.

(EA) Conservation Area

I, Samuel Mark Bowler, a surveyor registered under the Surveyors Act 2002, certify that the survey represented in this plan was made in accordance with Clause 9 of the Regulation 2006 and is a survey to be lodged on public record as referred to in that clause.

Signed: Samuel Mark Bowler
REGISTERED SURVEYOR

METHOD OF SURVEY:
GROUND TRAVERSE ± 0.3 METRES

President
Minister

Chief Executive Officer
Annexure B – Conservation Values

16. Conservation values

The Owner and the Minister recognise that the Conservation Area contains the following conservation values:

A The Conservation Area contains remnant vegetation communities identified as Blue Mountains Escarpment Complex. The vegetation integrates between open forest dominated by Blue Mountains ash (Eucalyptus oreades) and Sydney peppermint (E. piperita), swampy closed fernland dominated by pouchied forest fern (Gleichenia dicarpa) and riparian vegetation containing prickly tea tree (Leptospermum juniperinum), wooly tea tree (L. lanigerum), L. polygalifolium, dog rose (Bauera rubioides) and red-fruit saw-sedge (Gahnia sieberiana).

“Blue Mountains Escarpment Complex refers to the distinctive vegetation communities associated with moist, sheltered rock faces, the escarpments and other extensive outcrops of sandstones in the Blue Mountains. The habitat of this vegetation varies from rock crevices, ledges, caves and the talus at cliff bases through to isolated rock outcrops” (from Blue Mountains City Council Local Environmental Plan 2005).

B The Conservation Area contains habitat suitable for the needle geebung (Persoonia acerosa), listed as vulnerable under Schedule 2 of the TSC Act and recorded within one kilometre of the property. The smooth bush-pea (Pultenaea glabra), listed as vulnerable under Schedule 2 of the TSC Act, has been recorded on the property.

C The Conservation Area provides habitat for a number of threatened fauna species which have been recorded within five kilometres of the property. Three of these are listed as endangered and seventeen are listed as vulnerable on the Schedules of the TSC Act.

Table 1. Threatened fauna recorded within five kilometres which may occur within the Conservation Area due to the presence of suitable habitat.

<table>
<thead>
<tr>
<th>Scientific name</th>
<th>Common name</th>
<th>TSC Act status</th>
<th>EPBC Act status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eulamprus leuraensis</td>
<td>Blue Mountains Water skink</td>
<td>E</td>
<td>E</td>
</tr>
<tr>
<td>Hoplocephalus bungaroides</td>
<td>Broad-headed Snake</td>
<td>E</td>
<td>V</td>
</tr>
<tr>
<td>Lathamus discolor</td>
<td>Swift Parrot</td>
<td>E</td>
<td>E</td>
</tr>
<tr>
<td>Heleioporus australiacus</td>
<td>Giant Burrowing Frog</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>Pseudophrynus australis</td>
<td>Red-crowned Toadlet</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Stagonopleura guttata</td>
<td>Diamond Firetail</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Petroica phoenicea</td>
<td>Flame Robin</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Callocephalon fimbriatum</td>
<td>Gang-gang Cockatoo</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Calyptorhynchus latham</td>
<td>Glossy Black-Cockatoo</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Glossopitса pusilla</td>
<td>Little Lorikeet</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Petroica boodang</td>
<td>Scarlet Robin</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Tyto tenebricosa</td>
<td>Sooty Owl</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Daphoenositta chrysoptera</td>
<td>Varied Sittella</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Miniopterus schreibersii oceaneensis</td>
<td>Eastern Bentwing-bat</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Falsistrellus tasmaniensis</td>
<td>Eastern False Piptrellle</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Scoteanax rueppellii</td>
<td>Greater Broad-nosed Bat</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Cercartetus nanus</td>
<td>Eastern Pygmy-possum</td>
<td>V</td>
<td>-</td>
</tr>
<tr>
<td>Phascolarctos cinereus</td>
<td>Koala</td>
<td>V</td>
<td>V</td>
</tr>
<tr>
<td>Dasyurus maculatus</td>
<td>Spotted-tailed Quoll</td>
<td>V</td>
<td>E</td>
</tr>
<tr>
<td>Petaurus australis</td>
<td>Yellow-bellied Glider</td>
<td>V</td>
<td>-</td>
</tr>
</tbody>
</table>
D The Conservation Area contains landscape elements including the grotto, formal paths, stone walls and lookout which are components of Everglades House and Gardens, listed on the NSW State Heritage Register (established under Part 3A of the Heritage Act 1977) on 1 March 2002 and the Register of the National Estate on 21 March 1978.

Everglades contains a number of individual buildings including the house, studio, log cabin, garden theatre and brick shelter, all designed contemporaneously with the gardens and forming important elements within the gardens. The garden itself is considered to be of national significance as one of the most important examples of the work of Paul Sorensen, one of Australia’s finest garden designers, and through its unusually rich collection of exotic flora (from Statement of Significance, OEH (2004), www.environment.nsw.gov.au/heritageapp/ViewHeritageItemDetails.aspx?ID=1170583).

E The Conservation Area lies within the Mid-upper Blue Mountains management site of the smooth bush-pea (*Pultenaea glabra*) Saving our Species conservation project. It also lies within the Great Western Highway management site of the needle geebung (*Persoonia acerosa*) Saving our Species conservation project.

F The Conservation Area protects the headwaters of Gordon Creek which flows into the World Heritage Listed Blue Mountains National Park. The Conservation Area also lies within the Great Eastern Ranges corridor.

G The Conservation Area provides opportunities for the public to visit and learn about the area’s conservation values and biodiversity and provides spectacular views of across the Jamison Valley.
17. Aerial photographs and mapping

Diagram A
Diagram B – Regional Location of property
Photo point photographs

Photo-point 1: (E 253227 N 6265565 GDA 94) Edge near the log cabin, looking east south-east, showing edge of landscaped area and Conservation Area with *Eucalyptus piperita* and *E. oreades* open forest. The site is being regenerated.

Photo-point 1: (E 253227 N 6265565 GDA 94) Edge near the log cabin, looking north north-west, showing edge of landscaped area and Conservation Area with *Eucalyptus piperita* and *E. oreades* open forest and a tree fern and *Pittosporum undulatum* in the mid-storey. The site is being regenerated.
Photo-point 1: (E 253227 N 6265565 GDA 94) Edge near the log cabin, looking W showing *Eucalyptus piperita* and *E. oreades* open forest.

Photo-point 2: (E 253194 N 6265504 GDA 94) View from the lookout, looking NW showing *E. oreades* open forest and swampy fernland dominated by pouched coral fern (*Gleichenia dicarpa*).
Photo-point 2: (E 253194 N 6265504 GDA 9) View from the lookout, looking S showing balustrade and stone walls of lookout and open forest dominated by *E. oreades* with Jamison valley in the background.

Photo-point 3: (E 253252 N 6265436 GDA 94) View from bottom of grotto, looking ESE showing grotto pool. Nb. Exotic planting (non-invasive).
Photo-point 3: (E 253252 N 6265436 GDA 94) View from bottom of grotto, looking SSE showing *Eucalyptus piperita* open forest over a rocky outcrop.

Photo-point 4: (E 253269 N 6265392 GDA 94) View from site adjacent to the Glades, looking NNW showing open forest with *Eucalyptus sclerophylla* and *Banksia spp.*
Photo-point 4: (E 253269 N 6265392 GDA 9) View from site adjacent to the Glades, looking SSE showing open forest with *Eucalyptus piperta* and *Pittosporum undulatum* in the mid-storey.

Photo-point 4: (E 253269 N 6265392 GDA 9) View from site adjacent to the Glades, looking SSW showing open forest with *Eucalyptus sclerophylla* and *Banksia serrata*. 
Annexure C – Management of the Conservation Area

Item 1: Management actions required for the duration of the Conservation Agreement.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Management action</th>
</tr>
</thead>
</table>
| Exotic plants    | The Owner must take reasonable measures in relation to the control of exotic plants. Techniques used to control exotic plants should include:  
i) Removal of weeds by hand ensuring that all plant parts which can reproduce are removed and that soils do not become prone to erosion.  
ii) Use of carefully selected herbicide according to label directions and/or current off label permit, ensuring minimal off target damage.  
iii) Use of appropriate control measures as recommended in the Department of Primary Industries *Noxious and Environmental Weed Control Handbook 5th Edition 2011* or equivalent replacements for control of weeds, ensuring minimal off target damage.  
iv) Use of forestry mulching or slashing machinery only with prior written permission from OEH.  
v) Ensure control programs are commenced when timing and extent of weed removal will minimise adverse effects on wildlife (weeds may provide protection or habitat for native fauna). Dense thickets of lantana should be removed gradually in mosaic patterns to minimise disturbance to the habitat of native animals.  
Contact OEH if any uncertainty exists regarding weed control methods.  
Other weed control methods may be undertaken with prior written permission of OEH. |
| **Pest animals** | The Owner must take reasonable measures in relation to the monitoring of pest animals. Methods for monitoring pest animal activity may include:  
- observations and/or hearing calls,  
- the use of standard “sand plots”,  
- the use of non-poisoned “bait stations”,  
- scat counts, and  
- other quantitative techniques which can be designed in discussion with OEH or Local Land Services (LLS).  
Results of pest animal monitoring activities should be discussed with OEH. |
| **Threatened species, populations and endangered ecological communities (EEC)** | The Owner must follow current best practice advice regarding the management of threatened species when carrying out any activities within the Conservation Area. This advice may be provided by OEH, LLS or subsequent NSW authority. |
| **Managing visitor impacts (visitors include OEH inspectors; weed control contractors; fire maintenance contractors; NSW Rural Fire Service; fencing and maintenance contractors and the Owner.)** | The Owner must take reasonable measures to ensure that visitor disturbance to the Conservation Area is minimised by keeping visitors to tracks and trails where possible and ensuring all visitor vehicles and equipment are clean and free from weeds and/or seeds. |
| **Livestock** | The Owner must remove any livestock which have entered the Conservation Area as soon as is practical. |
| **Aboriginal Places and Aboriginal Objects** | The Owner must preserve and protect Aboriginal Places and Aboriginal Objects and other sites of cultural heritage significance on or in the Conservation Area. |
| **Fencing** | The Owner must take reasonable measures to construct and maintain fences along the boundaries of the Conservation Area where adjacent land use cause or are likely to cause adverse impacts on or in the Conservation Area. |
Item 2: Permitted activities

Control of pest animals and non-indigenous fauna (in addition to pest animal monitoring actions in Items 1 of Annexure C to the Conservation Agreement)

a) Participate in community pest animal control programs, and encourage neighbours to implement pest animal control programs. Contact your local LLS or National Parks and Wildlife Service Area office to find out where community control programs are occurring.

b) Methods for pest animal control can include shooting, trapping and use of poisonous baits consistent with advice from OEH and LLS. Use control methods identified as ‘humane’ as defined in the NSW Codes of Practice and Standard Operating Procedures for Humane Pest Vertebrate Control (Control Capture and Destruction of Feral Animals in Australia) as developed by the NSW Department of Primary Industries.

Fencing, tracks and trails

c) Maintaining all existing fences within the Conservation Area.

d) Maintaining existing walking tracks in the Conservation Area along the routes illustrated in Diagram A, Annexure B to a maximum width of two metres, including associated foot bridges.

e) Construction of any new internal fence, walking track or trail only with prior written approval from OEH.

f) Reinstatement of overgrown walking tracks along the routes illustrated in Diagram A, Annexure B to a maximum width of two metres, subject to an appropriate environmental assessment and in consultation with OEH. Initial works may require a wider impact zone in places, subject to rehabilitation on completion of works. Route shown is indicative only.

Other infrastructure

g) Maintain the grotto as a landscape water feature with cultural heritage values, including associated pipeline and power cable.

h) Maintain the lookout and associated landscape elements including balustrading, seating and interpretive and safety signage.

i) Maintain stone walls.

j) Maintain the dam and pump enclosure.

k) Maintain water/sewage pipeline and bridge in the north east of the Conservation Area.

Fire management

l) Using fire hazard reduction burns and controlled burning which take into account the recommended fire intervals given in the Bush Fire Environmental Assessment Code for New South Wales (Rural Fire Service February 2006) and the guidelines contained in the Threatened Species Hazard Reduction Lists for the Bush Fire Environmental Assessment Code or equivalent replacements.

Current recommendations are:

- for shrubby dry scherophyll forest, fire should not occur within seven years of a previous fire and consideration should be given to burning within 30 years of any previous fire. Occasional intervals greater than 25 years may be desirable.

- for swampy closed fernland, fire should not occur within 10 years of a previous fire and consideration should be given to burning within 35 years of any previous fire. Occasional intervals greater than 30 years may be desirable.

- both live and dead trees with hollows should be protected from burning to preserve nesting habitat for hollow dwelling animals.
where possible, fallen and dead timber should be protected from burning to preserve fauna habitat.

m) lighting a fire, or causing a fire to be lit on the Conservation Area if it complies with the Rural Fires Act 1997 (NSW), and:

- the lighting of the fire is for the purposes of controlled burning and is carried out in accordance with any fire guidelines above; or
- the lighting of the fire is a necessary component of bush fire hazard reduction work carried out in accordance with a notice served on the Owner under the Rural Fires Act 1997 (NSW) or other applicable legislation; or
- life or property is in immediate threat by bush fire and the lighting of the fire is reasonably necessary to protect life or property; or
- the fire is a camp fire, subject to the compliance with the Rural Fires Act 1997 (NSW), or
- the Chief-Executive gives prior written consent to the lighting of the fire.

Threatened species (in addition to management actions in Item 1 of Annexure C to the Conservation Agreement)

n) Implementing any measures included in Recovery Plans or Saving our Species Conservation Projects or Action Statements for any threatened species, population or ecological communities which are or may be found in the Conservation Area.

o) Implementing other specific management advice from OEH for any threatened species, populations or ecological communities which are or may be found in the Conservation Area.

Restoration of indigenous vegetation

p) Restoration of native vegetation on the Conservation Area using a preferred method of encouraging and retaining natural regeneration. Preferred methods include:

i) planting
ii) brush mulching; and/or
iii) direct seeding.

q) Revegetation to establish indigenous plants to maintain the vegetation structure in keeping with the identified vegetation community, using species produced from material sourced locally and without fertilisers, where the ability to regenerate naturally within a reasonable time frame has been lost, or to prevent soil erosion.

Seed collection

r) Collection of seed on the Conservation Area for non-commercial use in accordance with Guidelines and Codes of Practice as developed by Florabank (www.florabank.org.au) and the following limitations and permissions:

i) Collect seed in the Conservation Area only if seed of the particular species and genotype is not available elsewhere, or if the seed collected is intended for seedlings that will be planted within the Conservation Area or adjacent to the Conservation Area.

ii) Seeds may be collected from within endangered ecological communities.

iii) Seeds may not be collected from species individually listed in Schedules 1, 1A or 2 to the TSC Act without prior written approval from the Chief-Executive, or under a licence granted under section 132C of the NPW Act or section 91 of the TSC Act.

iv) Seeds may be collected from any protected species listed in Schedule 13 to the NPW Act.

v) Seeds may be collected from any other native species.
**Conservation Agreement**

**Everglades**

**Thinning of indigenous vegetation**

s) Thinning of regenerating indigenous species which are altering the structure of the vegetation in the Conservation Area and/or reducing the Conservation Values only with prior written approval from the Chief-Executive of OEH.

**Cultural heritage**

t) Recording and management of any newly identified Aboriginal Objects, in consultation with OEH (and the Aboriginal community where applicable).

**Visitation and research**

u) Visitation, research and community use at a level that does not adversely impact on the Conservation Values or the amenity of the Owner. Research projects must be discussed with OEH before being carried out.

**Development**

v) Carrying out any development as described in the Conservation Agreement and maintaining development (including existing fire trails, access trails and infrastructure), with the following conditions:

i) clear a corridor not greater than three metres wide during construction or for maintenance for the installation of fences or other agreed rural structures;

ii) construct and maintain fences to ensure they are stockproof;

iii) move fallen timber and any other obstructions to maintain access;

iv) where clearing is necessary, undertake all works in a manner that minimises disturbance to soil and hydrological characteristics; and

v) remove old fences and close unwanted tracks within the Conservation Area and facilitate restoration of native vegetation by allowing natural regeneration.

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President

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Chief Executive Officer

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Minister